

Terms and Conditions for Pauls Auction House, LLC

Conditions of Sale

By registering to bid or placing a bid you agree to be bound by all of these terms & conditions, and any other announced terms and conditions of sale or rules of this site. Arizona law will apply to all legal disputes. This Bidder Agreement ("Agreement") is made between Pauls Auction House, LLC and the person or entity listed on this page ("Bidder or Buyer"). Bidder agrees to be bound by the terms of this Agreement with respect to all sales and auctions.

Disclaimer

Each Lot is sold "AS IS-WHERE IS", with all faults and defects and all errors of description. Buyer hereby waives and releases Pauls Auction House from and against any claim, demand, liability, or expense of any kind arising out of or related to the Lot.

Buyer acknowledges and understands;

1. Pauls Auction House does not make any representations or express any opinions of its own concerning any Lot
2. Buyer has the option to make his/her own examination of any Lot before bidding; and assumes all risk of any nonconformities in any Lot.
3. Condition report requests are suggested if you are unable to view the item in person. Condition report requests are answered in the order they are received. It is at the discretion of the House to respond to any request sent the day of the auction.
4. Buyer further acknowledges that he/she has not relied upon any Statements and/or oral or written representations by Pauls Auction House contained in any catalogs or advertisements of any type pertaining to the sale, including without limitation statements concerning condition, genuineness or authenticity, originality, origin or provenance, previous use or ownership, manufacturing or restoration processes, year or age, serial number, make, and/or model of any Lot or of any component of any Lot.
5. Buyer represents that the amount bid for any Lot is based solely on Buyer's own independent inspection and evaluation of that Lot.
6. Buyer assumes all risks associated with any nonconformity of any Lot or any component of any Lot.
7. As a condition of participation in the auction, Buyer represents that he/she will conduct any inspections and examination necessary to satisfy him/herself of all material facts before making any bid.

Disputes

The highest bidder acknowledged by the on line auction is deemed the buyer of the item auctioned.

Unless otherwise prohibited by law, before Buyer may initiate any legal proceeding arising out of or relating to any sale occurring as a result of this Agreement, including, but not limited to issues related to Seller's representations or statements concerning condition, genuineness or authenticity, origin or provenance, previous use or ownership, manufacturing or restoration processes, year or age, serial number, make, model or mileage, or any other representation made regarding any Lot, Buyer shall submit to a mediation with Pauls Auction House or its designee on the terms and conditions set forth by Pauls Auction House. Buyer agrees not to join Pauls Auction House as a defendant in any action or proceeding arising directly or indirectly out of the condition of the Lot or any alleged

representations concerning the Lot. If Buyer fails to comply with this provision, Buyer agrees to reimburse Pauls Auction House for all costs, expenses, and fees, including attorney fees, in defense of such claims

Remedies

Legal Buyer hereby waives any potential or actual conflict of interest inherent in such a mediation process and agrees to defend (using counsel reasonably acceptable to Pauls Auction House). Bidder acknowledges responsibility for any personal injury or property damage caused by bidder or bidder's agents, and further agrees to hold harmless the seller, and their respective agents, employees and representatives for and from (a) any and all personal injury to bidder and bidder's agents, (b) any property damage occurring on the auction premises, and any and all suits, claims, damages, costs and expenses of every kind and nature which may or might be asserted against any of them as a result of the actions or omissions of bidder and/or bidder's agents.

BIDDER EXPRESSLY AGREES THAT THIS AGREEMENT SHALL BE CONSTRUED UNDER THE SUBSTANTIVE LAWS OF THE STATE OF ARIZONA, THAT THE STATE COURTS OF ARIZONA SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY ACTION BROUGHT TO ENFORCE THE TERMS OF THIS AGREEMENT AND OVER ANY ACTION ARISING OUT OF THE UNDERLYING TRANSACTION(S). VENUE IS IN THE MARICOPA COUNTY SUPERIOR COURT SYSTEM OF THE STATE OF ARIZONA.

Amendments and Integration

No waiver or alteration of any provisions of this Agreement shall be effective unless it is in writing and signed by an authorized representative of Pauls Auction House prior to sale. Any prior oral or written representations or agreements between the Parties are superseded by this Agreement. In any litigation or proceeding arising out of or related to this Agreement, Buyer agrees to pay all of Pauls Auction House attorney fees, costs and other expenses incurred in connection with the litigation or proceeding if Pauls Auction House is successful in such litigation or proceeding. This Agreement and related Contract of Sale contain the entire agreement between Buyer and Pauls Auction House pertaining to the subject matter described herein. Any terms proposed by Buyer orally or in writing which add to, vary from or conflict with this Agreement shall be void.

Payment

Acceptable forms of payment are Credit, Debit Card, Zelle, or Cash upon pick-up. Local checks or cashier checks are not accepted without prior approval from Pauls Auction House. Complete payment is required day of auction or upon receipt of notification of a successful bid (if bidding as absentee, phone or online bidder). In the event of a declined credit card a \$25 fee will be assessed. Items not paid for within 24 hours auction close will be deemed non-collectable, bidder will be marked as a nonpaying bidder and will be banned from future auctions.

Shipping Terms

For out of town buyers, once we have received payment your purchase will be turned over to Pauls Auction House shipping department. Pauls Auction House will proactively reach out to you to arrange packing, shipping and insurance and will offer UPS, FEDEX, DHL, & USPS services for most parcels. For those larger items, Packing, Shipping, Crating & Freight services are available. For questions related to shipping please feel free to contact Pauls Auction House. All packing and shipping from any company besides Pauls Auction House must be arranged and coordinated by the winning bidder / buyer within 24 hours from the date of the sale. If arrangements are not in place in the 24hour period a \$10 per day per lot storage fee will go into place.

Local buyers are responsible for picking up items purchased by Tuesday/day, following auction closing between 9am-7pm. If items are not picked up by this time storage fees will apply starting Wednesday/next morning at a rate of \$10 per day per lot.

Items purchased equaling \$300 or more, to protect our house and consignors, will not be shipped until payment is secured.

Buyers Fees

The price paid by Online Bidder is the sum of;(a) Bidder's final bid,(b) A buyer's premium of 15% of the final bid (c) All applicable sales tax. (d) credit cards are charged a 3.5 surcharge. Buyer understands and agrees that the 15% buyer's premium per Lot purchased will be automatically included in the final settlement figure, and the buyer will be required to pay all applicable taxes, or other fees and surcharges levied by any authority. Declined credit cards will be assessed a \$25.00 fee.

Sales Tax Law

State Sales Tax Law, if applicable, will be applied. State and City of Youngtown, AZ is currently 9.3% plus .30 per transaction. If applicable, a copy of resale license is required before close of sale.

Condition of Goods

Our catalog team takes pride in accurately describing and reporting conditions. All damages seen at time of listing have been identified. Not all common nicks, scratches and wear may not have been noted. It is the bidder's responsibility to determine overall condition before bidding on an item by live preview, looking at photographs, reading descriptions or request of condition reports.

REWARD: A \$200.00 reward will be paid to anyone who leads to the arrest and prosecution of any person caught stealing, renumbering, or shuffling items from lot to lot; before, during or after the auction. Any and all theft will be prosecuted to the full extent of the law.